

ATTACHMENT 3

ADDENDUM TO TERMS AND CONDITIONS OF PURCHASE ORDER (Revised: May 14, 2015)

A. ADDENDUM

1. YEAR 2000 COMPLIANCE

Year 2000 Compliance--Service Involving the Use of Information Technology

The contractor agrees that each item of hardware, software, and firmware used under this purchase order shall be able to accurately process date data (including but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

Commercial Supply Products Warranty

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The Contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

2. TRANSPORTATION & SHIPPING TERMS

The F.O.B. point for this Purchase Order is indicated in block 11 of page 1 of the purchase Order document. The following provides an explanation of F.O.B. points as defined in the FAR, Part 47, and are applicable to this Purchase Order.

"F.O.B." means free on board. This term is used in conjunction with a physical point to determine (a) the responsibility and basis for payment of freight charges and (b) unless otherwise agreed, the point at which title for goods passes to the buyer or consignee.

"F.O.B. Origin" means free on board at origin; i.e., the seller or consignor places the goods on the conveyance by which they are to be transported. Unless this Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the buyer or consignee (Government).

For this Purchase Order, "F.O.B. Origin" is to be interpreted as "F.O.B. Origin Freight Prepaid." **All items will be delivered to the National Library of Medicine, 6707 Democracy Blvd, Suite 510, Bethesda, Maryland 20892.** The vendor is responsible for prepaying the freight charges and shall bill freight charges as a separate line item on the invoice.

"F.O.B. Destination" means free on board at destination; i.e., the seller or consignor delivers the goods on seller's conveyance at destination. Unless the Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the seller or consignor (Contractor).

For this Purchase Order, "F.O.B. Destination" is to be interpreted as "F.O.B. Destination, within Consignee's Premises." The vendor will prepay all freight charges and will deliver to the **National Library of Medicine, 6707 Democracy Blvd., Suite 510, Bethesda, Maryland 20892.** The vendor may not bill for shipping charges, except as described under "Special Shipping/Handling Charges" below.

3. SPECIAL SHIPPING/HANDLING CHARGE (FOR F.O.B. DESTINATION ONLY)

Special shipping/handling charges for overnight express shipments, shipments requiring special shipping containers and shipments requiring wet/dry ice may be authorized under this Purchase Order. "F.O.B. Special" means that special shipping or handling charges are authorized as specifically detailed in an addendum to the Purchase Order. For those items, delivery will be to a specific room with the building specified at the time of order. The vendor is responsible for prepaying the

special shipping/handling charges and shall bill for them as a separate line item.

4. DELIVERY OF MATERIAL/SERVICES

Delivery schedules will be negotiated by the authorized ordering official at the time the order is placed. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except when special arrangements are made by the ordering official.

All shipments delivered herein shall be addressed as directed by the ordering official and marked as indicated below.

Delivered To: TBD
Order Number: TBD
National Library of Medicine
8600 Rockville Pike
Bethesda, Maryland 20892

5. PARTIAL DELIVERIES

Payment on partial deliveries is authorized upon receipt of a proper invoice or evidence of receipt of goods or services, whichever is later.

6. DELIVERY TICKETS

All shipments/deliveries/services under this purchase order shall be accompanied by a delivery ticket or packing slip and shall contain the following:

- a. Name of Vendor
- b. Purchase Order Number
- c. Date of Purchase
- d. Itemized List of Supplies or Services
- e. Quantity, Unit Price and Extension of Each Line Item, Less any Applicable Discounts
- f. Date of Delivery or Shipment
- g. Name, Building and Room Number of Person Placing Order
- h. Delivery/Consignee Address

Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk or loss or damage will be on the vendor unless loss or damage results from negligence of the Government.

8. INSPECTION AND ACCEPTANCE PERIOD

The Government reserves the right to an inspection period of not more than five (5) calendar days from the date of receipt of supplies or services prior to acceptance. The receiving report, entered into the National Institutes of Health (NIH) National Institutes of Health Business System (NBS) by the appropriate official, constitutes acceptance and will be acknowledged to the payment office NIH, Office of Financial Management (OFM), no later than five (5) calendar days after receipt of supplies or services.

The Contracting Officer or the duly authorized representative (COR) will perform inspection and acceptance of materials and services to be provided. For the purpose of this section, the project officer is the authorized representative of the Contracting Officer. Inspection and acceptance will be performed at destination, unless otherwise provided. Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

This purchase order incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR 52.246-2 Inspection of Supplies-Fixed Price (August 1996)

FAR 52.246-4 Inspection of Services-Fixed Price (August 1996)

9. PROMPT PAYMENT

FAR 52.232-25, Prompt Payment (July 2013) is supplemented with the following:

- a. The Prompt Payment Act, Public Law 97-177, (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this purchase order and requires payment to vendors of interest on overdue payments and improperly taken discounts.

- b. Determinations of interest due will be made in accordance with the provision of the Prompt Payment Act and the above referenced clause.

PROMPT PAYMENT DISCOUNTS

The Prompt Payment Discount period, if any, shall commence on the final date of the billing period, or on the date of the receipt of a proper invoice for all deliveries accepted during the billing period, whichever is later.

10. BILLING INSTRUCTIONS

The vendor shall submit an original invoice and one (1) copy. Invoices may be submitted monthly at the discretion of the vendor, however, invoices shall **not** be submitted until goods have been delivered or services performed.

The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

- (1) Payment requests shall be submitted as follows:

- a. One original to the following designated billing office:

National Institutes of Health
Office of Financial Management
Commercial Accounts
2115 East Jefferson St., Rm. 4B-432, MSC 8500
Bethesda, MD 20892-8500

- b. One copy to the following approving official:

Contracting Officers Representative (COR)
Division of Specialized Information Services (SIS)
National Library of Medicine
6707 Democracy Blvd, Suite 510
Bethesda, Maryland 20892

- (2) In addition to the requirements specified in FAR Subpart 32.9 for a proper invoice, the Contractor shall include the following information on all payment requests:

- a. **Name of the Office of Acquisitions.** The Office of Acquisitions for this contract is: National Library of Medicine.
- b. **Central Point of Distribution.** For the purpose of this contract, the Central Point of Distribution is NLM Office of Acquisitions.
- c. **Vendor Identification Number.** This is the 7 digit number that appears after the Contractor's name in Block 7a. *[Note: This only applies to new contracts awarded on/after June 4, 2007, and any existing contract modified to include the number.]*
- d. **DUNS number or DUNS+4** that identifies the Contractor's name and address exactly as stated on the face page of the contract.
- e. **Identification of whether payment is to be made using a two-way or three-way match.** This Purchase Order requires a Three-Way match.

- (3) Inquiries relating to payment may be directed to:

Chief, Accounts Payable Section, OFM, APB
Telephone: (301) 496-6088

11. RETURNED INVOICES

Invoices will be returned for: 1) failing to cite an order number; 2) citing an invalid order number; or 3) having other discrepancies on the invoice. A valid order number e.g. HHSN276201XXXXXX.

Resolution and correction of the invoice will require the vendor to contact the ordering official (Person placing the order).

12. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this purchase order:

Andrew Plumer

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluations as required; (4) performing technical inspections and acceptance required by this purchase order; and (5) assisting in the resolution of technical problems encountered during performance.

[The alternate COR is responsible for carrying out the duties of the COR only in the event that the COR can no longer perform his/her duties as assigned.]

The Contracting Officer is the only person with authority to act as agent of the Government under this purchase order. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor of any costs incurred during the performance of this purchase order; or (5) otherwise change any terms and conditions of this purchase order; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference.

The Government may unilaterally change its COR designation.

13. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE

This purchase order incorporates the following additional Federal Acquisition Regulation (FAR) clauses and provisions, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a FAR clause may be accessed electronically at <http://www.acquisition.gov/>.

FAR 52.204-8, Annual Representations and Certifications. (DEC 2014)

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (December 2014)

FAR 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations (December 2014)

FAR 52.211-11, Liquidated Damages—Supplies, Services or Research and Development (September 2000)

FAR Clause 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (June 2014)

FAR Clause 52.223-14, Acquisition of EPEAT®-Registered Televisions (June

2014)

FAR Clause 52.223-15, Energy Efficiency in Energy-Consuming Products
(December 2007)

FAR Clause 52.223-16, Acquisition of EPEAT®-Registered Personal Computer
Products (June 2014)

FAR 52.232-18, Availability of Funds (APR 1984)

FAR 52.242-13, Bankruptcy (July 1995)

FAR 52.242-15, Stop-Work Order (Aug 1989)

FAR 52.242-17, Government Delay of Work (April 1984)

FAR 52.243-1, Changes-Fixed Price (Aug 1987)

14. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)
ACQUISITION REGULATION (HHSAR) CLAUSE INCORPORATED BY
REFERENCE

This Purchase Order incorporates the following additional Department of Health
and Human Services Acquisition Regulation (HHSAR) clauses by reference,
with the same force and effect as if they were given in full text. Upon request,
the Contracting Officer will make their full text available. Also, the full text of a
HHSAR clause may be accessed electronically at
<http://www.hhs.gov/regulations/hhsar/>.

NLM (RC)--Rights in Data--Special Works (11/30/97)

HHSAR 352.201-70, Paperwork Reduction Act (January 2006)

HHSAR 352.270-1, Accessibility of Meetings, Conferences and Seminars to
Persons with Disabilities (January 2001)

HHSAR 352.270-7, Conference Sponsorship Request and Conference Materials
Disclaimer (January 2010)

HHSAR 352.237-73, Non-Discrimination in Service Delivery (March 2012)

15. ARTICLE H. DISSEMINATION OF FALSE OR DELIBERATELY
MISLEADING INFORMATION

The Contractor shall not use contract funds to disseminate information that is
deliberately false or misleading.

16. ARTICLE H. CONTRACTOR'S USE OF LIBRARY RESOURCES AT NIH

The Contractor is authorized to use library resources at NIH in the same manner
as NIH staff. The Contractor's approved use of these resources is limited to

performing the requirements of this contract. The Contractor shall not use library resources at NIH in a manner that exceeds the Fair Use limitations codified in 17 U.S.C. sec. 107 of the Copyright Act. Contractors shall not share access to library resources at NIH with, perform searches for, or provide results to, non-NIH users, i.e. collaborators at other universities or research centers.

17. ARTICLE H. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause 352.227-70, Publications and Publicity incorporated by reference in SECTION I of this contract, the Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the , National Institutes of Health, Department of Health and Human Services, under Contract No. TBD"

18. ARTICLE H. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

19. ARTICLE H. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources: Final Notice," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at: <http://www.gpo.gov/fdsys/pkg/FR-1999-12-23/pdf/99-33292.pdf> is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH

funding policy.

Note: For the purposes of this Article, the terms, "research tools", "research materials", and "research resources" are used interchangeably and have the same meaning.

20. **ARTICLE H. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)**

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at:

<http://apps.usfa.fema.gov/hotel/> .

21. **ARTICLE H. USE OF FUNDS FOR CONFERENCES, MEETINGS AND FOOD**

The Contractor shall not use contract funds (direct or indirect) to conduct meetings or conferences in performance of this contract without prior written Contracting Officer approval.

In addition, the use of contract funds to purchase food for meals, light refreshments, or beverages is expressly prohibited.

The following conferences and/or meetings have been approved by the Contracting Officer and are hereby authorized under this contract:

Conference or Meeting Title	Conference or Meeting Location	Federal/NonFederal Space	Date of Conference	Not to Exceed Estimate Cost
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		

22. ARTICLE H. REGISTRATION FEES FOR CONFERENCES, WORKSHOPS AND MEETINGS

A Non-Federal entity co-sponsoring a conference with an Institute/Center (IC) under a contract may charge and collect a registration fee from all participants for the purpose of defraying its portion of the expenses of the conference. Under these circumstances, the Contractor shall document that the registration fees associated with the event are being charged, collected and used solely by the co-sponsor.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted by the Contractor from the total cost of the conference.

In addition, prior to each conference, the Contractor shall provide the following information and documentation to the Contracting Officer's Representative (COR) and Contracting Officer:

1. Co-sponsor's name
2. Conference name, location, dates, times
3. copy of the agenda
4. A completed 'Contractor Pre-Conference Expense Offset Worksheet' (Attachment provided in SECTION J).
5. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the Contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury. If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.

Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the COR.

23. ARTICLE H. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL AND RESEARCH-RELATED CONFERENCES

In accordance with the NIH Reform Act of 2006, P.L. 109-482, the NIH may authorize a Contractor procured to assist in the development and implementation of a scientific, educational or research-related conference to collect and retain registration fees from Non-HHS Federal and Non-Federal participants to defray the costs of the contract.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted from the total cost of the conference.

Prior to each conference, the Contractor shall submit a completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the Contracting Officer's Representative (COR) and Contracting Officer. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury.

If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the

contract price to reflect the increase in conference costs.

Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the COR.

24. ARTICLE H. GUIDELINES FOR INCLUSION OF WOMEN, MINORITIES, AND PERSONS WITH DISABILITIES IN NIH-SUPPORTED CONFERENCES

Pursuant to the NIH Revitalization Act (P.L. 103-43, Section 206), which adds Section 402(b) to the Public Health Service Act, it is required that NIH, "in conducting and supporting programs for research, research training, recruitment, and other activities, provide for an increase in the number of women and individuals from disadvantaged backgrounds (including racial and ethnic minorities) in the fields of biomedical and behavioral research." In addition, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 require reasonable accommodations to be provided to individuals with disabilities.

It is NIH policy that organizers of scientific meetings should make a concerted effort to achieve appropriate representation of women, racial/ethnic minorities, and persons with disabilities, and other individuals who have been traditionally underrepresented in science, in all NIH sponsored and/or supported scientific meetings.

Therefore, it is the contractor's responsibility to ensure the inclusion of women, minorities, and persons with disabilities in all events when recruiting speakers and/or participants for meetings or conferences funded by this contract.

See the policy announcement for additional details and definitions at:
<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html>

25. ARTICLE H. USE OF FUNDS FOR PROMOTIONAL ITEMS

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference

attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

26. ARTICLE H. NEEDLE DISTRIBUTION

The Contractor shall not use contract funds to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

27. ARTICLE H. OMB CLEARANCE

In accordance with HHSAR 352.201-70, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Contracting Officer's Representative (COR) and the Contracting Officer has issued written approval to proceed.

28. ARTICLE H. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

29. ARTICLE H. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

30. ARTICLE H. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-73(b) (January 2010)

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at

<http://www.access-board.gov/guidelines-and-standards> .

- b. The Section 508 standards applicable to this contract/order are identified in the statement of work. The contractor must provide a written Section 508 conformance certification due at the end of each contract/order exceeding \$100,000 when the contract/order duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the Contractor's Product Assessment Template will be the responsibility of the Contractor at its own expense.
- c. In the event of a modification(s) to this contract/order, which adds new EIT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products or services support Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found on the HHS Web site (<http://www.hhs.gov/web/508/contracting/technology/vendors.html>).

[(End of HHSAR 352.239-73(b))]

- d. Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Project Officer. Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available in the Section 508 policy on the HHS Office on Disability Web site under the heading Vendor Information and Documents. The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding funding, as applicable.

Schedule for Contractor Submission of Section 508 Annual Report:

Annual Report

31. ARTICLE H. COMMUNICATIONS MATERIALS AND SERVICES

To build and maintain public trust; promote credibility and consistency; minimize consistency and frustration; and contribute to efforts aimed at leveraging reduced resources and eliminating waste in Government, the Contractor shall ensure that all materials generated and/or services provided under this contract, comply with all applicable NIH policy and procedures published by the NIH Office of Management Assessment in conjunction with the NIH Office of Communications and Public Liaison as set forth below.

This acquisition requires the contractor to:

[] Prepare, review, and/or distribute NIH Publications and Audiovisuals.

NIH Policy Manual Chapter 1183, "NIH Publications & Audiovisuals: Preparation, Review, Approval & Distribution," is applicable to this contract.

<http://oma1.od.nih.gov/manualchapters/management/1183/> .

[] Use the NIH name and logo.

NIH Policy Manual Chapter 1186, "Use of NIH Names and Logos," is applicable to this contract. <http://oma1.od.nih.gov/manualchapters/management/1186/> .

[] Create and/or Manage a Public Website which includes NIH hosted social media site(s), Web application(s) and mobile Web Site(s).

NIH Policy Manual Chapter 2804, "Public-Facing Web Management," is applicable to this contract.

<http://oma1.od.nih.gov/manualchapters/management/2804/> .

[] Create and/or Manage an NIH Website that maintains and disseminates personal information.

NIH Policy Manual Chapter 2805, "NIH Web Privacy Policy," is applicable to this contract. <http://oma1.od.nih.gov/manualchapters/management/2805/> .

[] Create and/or Manage an NIH hosted and/or funded social media site(s), Web application(s) and mobile Web site(s).

NIH Policy Manual Chapter 2809, "NIH Social and New Media Policy," is applicable to this contract.

<http://oma1.od.nih.gov/manualchapters/management/2809/> .

Additional Standards applicable to this contract are identified in the Statement of Work. If it is determined by the Government that products, services, and deliverables provided by the Contractor do not conform to standards described in these directives, remediation to an acceptable level of conformance shall be the responsibility of the Contractor at its own expense.

32. **ARTICLE H. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to

the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:
US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

33. ARTICLE H CONSTITUTION DAY

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

34. Article H PROMOTING EFFICIENT SPENDING

On September 21, 2011, the Office of Management and Budget issued Memorandum M-11-35 , entitled, "Eliminating Conference Spending and Promoting Efficiency in Government," emphasizing the President's priority to ensure that the Government operates with the utmost efficiency and eliminates unnecessary or wasteful spending. This was followed by the Executive Order on Delivering an Efficient, Effective, and Accountable Government (EO 13576) and the Executive Order on Promoting Efficient Spending (EO 13589). On January 3, 2012, the Department of Health and Human Services (DHHS) issued the memorandum "HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing, and Publications" (See

http://www.hhs.gov/asfr/ogapa/acquisition/effspendpol_memo.html).

In support of these directives, the NIH issued a January 30, 2012, Memorandum, entitled, "NIH Guidance Related to the HHS Policies on Promoting Efficient Spending: Use of Appropriated Funds for Conferences, Conference Grants and Meetings, Food, Promotional Items, and Printing and Publications." (See <http://oamp.od.nih.gov/>)

Any contract awarded as a result of this solicitation will:

- o Specifically prohibit the use of contract funds for the provision of food for meals, light refreshments and beverages for any NIH funded meeting or conference; and
- o Limit the procurement of meeting space, promotional items, printing and

publications.

35. ANTI – LOBBYING

Pursuant to Section 503(a) of Public Law 105-78, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress or any State legislature, except in presentation to the Congress or any other State legislature itself.

36. PRESS RELEASES

The Contractor shall clearly state, when issuing statements, press releases, requests for quotations, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.